

**PRICE SHEET
CITY OF AUSTIN
ROTARY SCREW AIR COMPRESSORS AND INSTALLATION**

Solicitation: IFB 2200 OXV1042

Close Date and Time: August 18, 2020 @ 2:00 PM CST

Company Name: *ENVIRONMENTAL IMPROVEMENTS* **ENV1755500**

Special Instructions: This price sheet must be used to submit prices. Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

Prices being submitted shall include ALL labor for installation and training, travel, discounts, handling and shipping charges, FOB Destination.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	40 horsepower rotary screw air compressor and installation	2	EA	\$39,000.00	\$78,000.00
Manufacturer & Part Number:				TOTAL	\$78,000.00

For your Reference - check the boxes below as confirmation.

<input checked="" type="checkbox"/>	Signed Offer Certification Form - Complete and Return
<input checked="" type="checkbox"/>	Non-Discrimination and Non-Retaliation Certification Form - Required
<input checked="" type="checkbox"/>	Suspension or Debarment Certification Form - Required
<input checked="" type="checkbox"/>	Non-Collusion and Non-Conflict of Interest Form - Required
<input checked="" type="checkbox"/>	Non-Resident Bidder and Manufacturing Certification Form - Required
<input type="checkbox"/>	Local Business Presence Identification Form - Optional
<input checked="" type="checkbox"/>	Living Wage Contractor Certification - Required
<input checked="" type="checkbox"/>	Price Sheet - Complete and Return - Required
<input checked="" type="checkbox"/>	Subcontracting Utilization Form - Required
<input type="checkbox"/>	Subcontracting Utilization Plan - Required if you checked "YES" on the Subcontracting Utilization Form.
<input type="checkbox"/>	Certification of manufacturer's trained technician a spspecified in Scope of Work 0500 Paragraph 3.1
<input checked="" type="checkbox"/>	Manufacturer's Datasheet as specified in Scope of Work 0500 Paragraph 7.1

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

Delivery Method:

OFFER CERTIFICATION

Instructions. Offerors shall complete and sign the Offer Certification section of this section as indicated. Offerors shall not complete any portions of the Acceptance section below. Submittals with incomplete and/or unsigned Offer Certification are not considered to be Offers and will be rejected as nonresponsive.

Company Name: **Environmental Improvements Inc**

Company Address: **1183 Brittmoore, Suite 100**

City, State, Zip: **Houston, TX 77043**

Company's Austin Finance Online Vendor Registration No. Registration No. **ENV1755500**

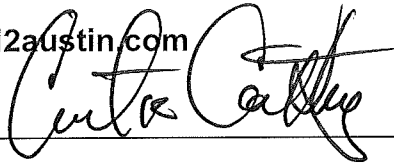
Company's Officer or Authorized Representative: **Curtis Cathey**

Title of Officer or Authorized Representative: Officer's Title

Email: **ccathey@ei2austin.com**

Offeror's Phone: **512-295-3733**

Offeror's Signature: _____



Date: **9/8/2020**

OFFER: The above signed, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Offeror, by submitting and signing below, acknowledges that he/she has received and read the entire document packet including all revisions, and addenda and agrees to be bound by the terms therein.

ACCEPTANCE BY THE CITY

For City Staff only. The City will complete and sign this section only if the City accepts the Offer.

Contract Number: _____

Printed Name of City's Authorized Procurement Staff: _____

Title of City's Authorized Procurement Staff: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

ACCEPTANCE: The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

OFFEROR HEREBY CERTIFIES

Offeror has read the following and will comply with Austin City Code, Sec. 5-4-2.

1. Not to engage in any discriminatory employment practice defined in this chapter;
2. To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment;
3. To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
4. To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
5. To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
6. To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
7. To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Non-Discrimination and Non-Retaliation Policy set forth below.

MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICY

1. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations. The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.
2. The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.
3. Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.
4. Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and nonretaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.
5. UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NONDISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.
6. Contractor agrees that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.
7. The Contractor agrees that this Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

SUSPENSION AND DEBARMENT CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☒
(Check)

OFFEROR HEREBY CERTIFIES

Offeror has **NOT** been debarred from contracting with the City of Austin, any other local governments or states, or the US federal government.

Suspended or Debarred Offerors. The City finds that offerors, including any subcontractors that may be included in the Offer, that are suspended or debarred from contracting with the US federal government, any state or local government, as of the submission date of their offer, are not sufficiently responsible to contract with the City. The City may reject and set aside any offer, or terminate for cause any contract resulting from an offer, in which the offeror falsely certified they were not suspended or debarred when in fact they were.

NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☒
(Check)

OFFEROR HEREBY CERTIFIES

Offeror has **NOT** engaged in collusion and is not aware of any conflicts of interests as described below.

Offeror. The term "Offeror", as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

Anti-Collusion Statement. Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

Preparation of Solicitation and Contract Documents. Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

Participation in Decision Making Process. Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

City Code. As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

Chapter 176 Conflict of Interest Disclosure. In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income; Section 0810, Non-Collusion, 1 Revised 12/22/15 Non-Conflict of Interest, and Anti-Lobbying Certification;
- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and
- c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

ANTI-LOBBYING CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☒
(Check)

OFFEROR HEREBY CERTIFIES

Offeror has and will continue to comply with the City's Anti-Lobbying Ordinance,
Chapter 2-7, Article 6.

Applicability. This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement.

No Lobbying Period. The No-Lobbying Period begins on the date this Solicitation was initially published and continues through the earlier of (i) 60-days following Council authorization of any contracts resulting from this Solicitation, (ii) the date the last resulting contract is signed, (iii) the date this Solicitation is cancelled.

Prohibited Communications. During the No Lobbying Period, Respondents to this Solicitation or their Agents, shall not make prohibited communications to City officials or City employees.

Ordinance. https://www.austintexas.gov/financeonline/afo_content.cfm?s=15&p=145

Rules. https://www.austintexas.gov/financeonline/afo_content.cfm?s=16&p=77

NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION

Instruction. Offerors shall read and checking the applicable boxes in response to both certifications below.

☐ **YES** ☒ **NO**
(Check One)

OFFEROR HEREBY CERTIFIES

Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If "Yes" is checked, provide the name of the state where
Nonresident Bidder's Principle Place of Business is located.

Texas
(State)

☒ **YES** ☐ **NO**
(Check One)

OFFEROR HEREBY CERTIFIES

Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies and/or Materials in accordance with Texas Government Code Ch. 2252.002

If "YES" is checked, provide the name of the State where majority
of the Equipment, Supplies and/or Materials were manufactured

Click or tap here to enter text.
TEXAS
(State)

Reciprocal Preference. In accordance with Texas Government Code Ch. 2252.002 (see below), the City must apply a reciprocal preference to a Nonresident Bidder's offer, consistent with the applicable preference granted by the state of the Nonresident Bidder's principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent with the applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

Resident bidder. An Offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Nonresident Bidder. An Offeror that is not a Resident Bidder.

Statute: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>

LOCAL PRESENCE CERTIFICATION – OPTIONAL

Instruction. Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

OFFEROR HEREBY CERTIFIES

Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

☐ **HEADQUARTERS**

☒ **BRANCH OFFICE**

(Check One)

**Environmental Improvements Inc. 235 Trademark Dr. Buda, TX
78610**

(Physical Address of Offeror's Headquarters or Branch Office)

Do you employ anyone at the location checked above who is a resident of the City of Austin?

☒ **Yes**

☐ **No**

(Check One)

Benefit to the City. In accordance with Resolution, 20140807-113, Council has determined that contracts awarded to local companies that provide employment to Austin residents is an economic benefit.

Local Presence. Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.

1. Headquarters; or
2. Branch office.

Austin Corporate City Limits. The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

Headquarters. The Offeror's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

Branch Office. A company office other than the Offeror's headquarters, that has been in place for at least five (5) years.

SUBCONTRACTING UTILIZATION FORM

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

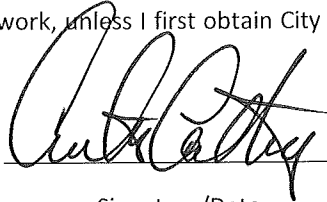
Offeror Information			
Company Name	Environmental Improvements		
City Vendor ID Code			
Physical Address	235 TRADEMARK DR. BUDA, TX 78610		
City, State Zip	BUDA, TX 78610		
Phone Number	512 295 3733	Email Address	jjustice@e2austin.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE

Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

CURTIS CATHEY / VP

Name and Title of Authorized Representative (Print or Type)

 9/8/00

Signature/Date

CITY OF AUSTIN, TEXAS

LIVING WAGES CONTRACTOR CERTIFICATION

(Please duplicate as needed)

Pursuant to the City's Living Wages Program, Rule R161-17.14 (reference item 4.7, Solicitation Instructions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
<i>Environmental Improvements, Inc.</i>		<i>PRIME</i>		
<i>GREG SCOTT</i>	<i>EI²</i>	<i><u>PRIME</u></i> <i>rep</i>	<i>\$15 +</i>	<i>SERVICE MANAGER</i>
<i>Kyle Wiedenfeld</i>	<i>EI²</i>	<i><u>PRIME</u></i> <i>rep</i>	<i>\$15 +</i>	<i>SERVICE TECH</i>
<i>Zachary Azza</i>	<i>Atlas Copco</i>	<i><u>PRIME</u></i> <i>manufacture</i>	<i>\$15 +</i>	<i><u>Manufacture</u></i>

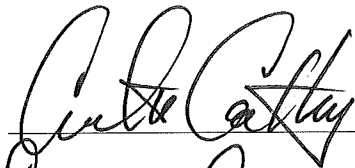
- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: Environmental Improvements Inc.

Signature of Officer
or Authorized
Representative:



Date: 9/8/20

Printed Name:

CURTIS CATHEY

Title

VP



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 OXV1042

Addendum No: 1

Date of Addendum: 08/06/2020

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Questions:** The following questions were posed by a Contractor in writing. Each question (Q) will be followed by its answer (A).

(Q) Will another manufacturer that is not listed in the solicitation be accepted?

(A) Other manufacturers not listed will be considered as long as they meet the specifications.

(Q) Since the project requires installation, will it be possible to visit the site to assess the scope-of-work?

(A) Site visits are not allowed at the time as a safety precaution in response to COVID-19. Please refer to picture attached for dimensions.

(Q) I have some questions regarding the specs.

Motor HP – 40HP or 50HP?

Nema 1 or Nema 4?

VFD or Non-VFD?

Actual CFM required.

(A) 40 HP (Section 4.2.2.5.1)

Depending on the component, for example motor is NEMA 4 (Section 4.2.4.3), Air dryers is NEMA 1 (Section 4.2.6.7.2) Minimum 27 cfm for compressor (Section 5.1.1)

(Q) Are these units replacing old units, and if so, will the removal of the old units be included in the installation price?

(A) No, the department will remove the old units so the new ones can be installed.

(Q) Will there be a forklift available to move the new or old units in or out of the installation area?

(A) No, there is no forklift available, the vendor will have to supply one.

(Q) Will there be any electrical disconnects present at the time of installation or will that need to be included?

(A) Yes, an electrical disconnect is present. The department will disconnect power from breaker box.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Osiris Valdez
Procurement Specialist II
Purchasing Office, 512-974-2965

8/6/2020
Date

ACKNOWLEDGED BY:

JOSEPH W. JUSTICE
Name

[Signature]
Authorized Signature

9/8/20
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 OXV1042

Addendum No: 2

Date of Addendum: 08/07/2020

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarifications:** Changes and/or additions have been made to the following documents. Any changes that have been made will appear in the solicitation package in red font.

Replace Scope of Work Specification with Scope of Work Specification Version 1.1.

- The following changes have been made to the scope of work: Air compressor requirements on page 6, Sub-Paragraphs 5.1.1 have been updated to: Rated free air delivery: 160 cubic feet per minute minimum.

- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Osiris Valdez
Osiris Valdez, Procurement Specialist II
Purchasing Office, (512) 974-2965

08/07/2020
Date

ACKNOWLEDGED BY: J. Justice
Name

[Signature]
Authorized Signature

9/8/20
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

(Q) Can you provide photos of the existing power to the standalone dryer, the 460 V panel, and the available breakers in that panel?

(A) Yes, see attached pictures.

(Q) Can you provide photos of the delivery area or dock area where the freight truck will be required to deliver the new equipment to?

(A) Yes, see attached pictures.

(Q) Can you confirm the pipe sizes on each side of the downstream filters?

(A) Approximately 2 inches.

(Q) Can the equipment be unloaded from the freight truck and taken directly to the compressor room on the same day?

(A) Yes.

(Q) If the new equipment is installed a few days or a week after it's delivered, will the compressor room be the staging area?

(A) Yes.

(Q) Is the compressor located upstairs or downstairs?

(A) Downstairs. The loading dock is about 4 ft. off the ground, a lift gate will be needed (see attached pictures).

(Q) Can a forklift be driven all the way?

(A) No, a pallet jack will be needed to maneuver compressors from the loading dock through the hallway, which is about 42" to 48" of space (see attached pictures).

(Q) Per the above recently released addendum 2, the requested dryer (75 SCFM) will be too small for the 160 CFM air compressor which in-turn will result in potential water downstream in the facility. Are there plans to address the dryer sizing issue?

(A) Yes, please see revised Scope of Work Version 1.2.

III. **Clarifications:** Changes and/or additions have been made to the following documents. Any changes that have been made will appear in the solicitation package in red font.

Replace Scope of Work Specification Version 1.1 with Scope of Work Specification Version 1.2.

- The following changes have been made to the scope of work: Air compressor requirements on page 6, Sub-Paragraphs 5.3.1 have been updated to:

Rated capacity: 200 standard cubic feet per minute.


IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Osiris Valdez
Procurement Specialist II
Purchasing Office, 512-974-2965

8/14/2020
Date

ACKNOWLEDGED BY:

JOSEPH W. JUSTICE
Name


Authorized Signature

9/3/20
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 OXV1042

Addendum No: 4

Date of Addendum: 08/24/2020

This addendum is to incorporate the following changes to the above referenced solicitation:

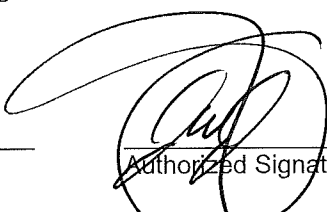
- I. **Extension:** The proposal due date is hereby extended until September 3, 2020 at 2:00 PM.
- II. **Questions:** The following questions were posed by a Contractor in writing. Each question (Q) will be followed by its answer (A).
- (Q) My installer had a question about the "tie-in" pipe, in the addendum 3 picture, to the current unit. Does this piping run to the ceiling?
- (A) Yes, it runs up the ceiling then over to the receiver tank.
- (Q) Do you have any additional information (i.e. – pictures) for this?
- (A) No, we do not.
- (Q) Also, is this copper piping?
- (A) Yes, it is.
- (Q) I did notice that a standalone dryer is not an option, I wanted to see if they will make an exception?(A) Yes, the integrated air dryers are no longer a requirement. Please, see the clarifications in the scope of work below.
- III. **Clarifications:** Changes and/or additions have been made to the following documents. Any changes that have been made will appear in the solicitation package in red font.
- Replace Scope of Work Specification Version 1.2 with Scope of Work Specification Version 1.3.
- The following changes have been made to the scope of work: Removed the Air Dryer requirement completely. No standalone dryer will be required, either.
- IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Osiris Valdez
Procurement Specialist II
Purchasing Office, 512-974-2965

8/24/2020
Date

ACKNOWLEDGED BY:

JOSEPH W. JUSTICE
Name


Authorized Signature

9/8/20
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

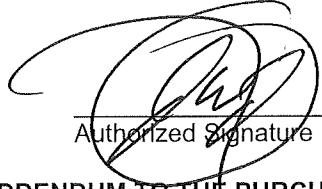
II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Osiris Valdez
Procurement Specialist II
Purchasing Office, 512-974-2965

8/27/2020
Date

ACKNOWLEDGED BY:

JOSEPH W. JUSTICE
Name


Authorized Signature

9/8/20
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

#5

V. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Osiris Valdez
Procurement Specialist II
Purchasing Office, 512-974-2965

8/28/2020
Date

ACKNOWLEDGED BY:

JOSEPH W. JUSTICE
Name


Authorized Signature

9/8/20
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

#6

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Osiris Valdez
Procurement Specialist II
Purchasing Office, 512-974-2965

9/02/2020
Date

ACKNOWLEDGED BY:

JOSEPH W. JUSTICE
Name


Authorized Signature

9/8/2020
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION'S CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

#7

An aerial photograph of an industrial facility, likely a refinery or chemical plant. The image shows several large, circular storage tanks arranged in a grid-like pattern. A central building with a distinctive, ribbed, dome-like roof is prominent. The surrounding area includes roads, parking lots, and other industrial structures. The overall tone is dark and industrial.

Atlas Copeo

A semi-transparent technical drawing or blueprint is overlaid on the bottom left portion of the image. It features circular patterns and lines, suggesting a site plan or a cross-section of one of the tanks.

ENVIRONMENTAL IMPROVEMENTS

Mr. Joey Justice

Quote no 1711773
08/17/2020

The Atlas Copco Group in the United States

Over **1million** sq.-ft. of
sales, production, warehouse
and manufacturing space in the
United States

Over **100**
locations

Dedicated remote
monitoring center
for installations

Over **4000**
employees

Custom built logistics center
with vast stock of parts, machines and
accessories

1st
**Proud
to be**

- ★ Air compressor manufacturer to be awarded ISO 8573-1 CLASS 0 certification.
- ★ Air compressor manufacturer to launch integrated Variable Speed Drive (VSD) compressors.
- ★ Air compressor manufacturer to launch full feature compressors with integrated dryers.
- ★ Air compressor manufacturer to launch an electronic control and monitoring system.
- ★ The only air compressor manufacturer to have been listed in the world's Top 100 Sustainable companies on five separate occasions.



Quote
Quote number: 1711773
Date: 08/17/2020
4/19

Contents

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<i>Payment & delivery conditions</i>	5
<i>UD+ Coalescing Filters</i>	9
<i>Atlas Copco – The Connected Efficiency Journey</i>	13
<i>Certifications</i>	14

Price Summary

Product Number	Description	Qty	Unit Value (USD)	Total Price (USD)
8153332856	GA30FF A 125 MEAF DUO 60 Oil Injected Screw Compressor - Air Cooled -Capacity: 187.4 CFM @ 125 PSI -Motor: 40HP, IE3 TEFC Motor - Voltage: 230V/460V/3ph/60Hz -129 PSI Maximum Operating Pressure -Advanced Microprocessor Control: Elektronikon Touch -Long Life RDX (Roto Duty Extend) Synthetic Oil -Full Feature Model: Integrated refrigerant dryer -Footprint: 50"L x 31"W x 63"H	2		
0000007545	OPT FOODGRADE OIL	2		
0000007525	OPTION NEMA 4 GA11+-30(2018)	2		
8102297853	FILTER UD100+ (NPT 1)	2		
OTMSERVNO PO	Startup and Commissioning	1	0	
Grand Total (excl VAT) USD				See Price Sheet

Payment & delivery conditions

Quote valid to:	09/16/2020
Commissioning:	Included
Installation:	INCLUDED by EI2
Warranty:	See Standard Conditions of Sale
Payment terms:	30 Days, Net.
Incoterms & location:	FOB - Rock Hill
Freight:	Included

Delivery Terms Equipment will be delivered in our standard packaging unless otherwise stated (off-loading and positioning to be done by others). Optional items may impact delivery. Delivery time can be confirmed upon acceptance of your order/final instructions to proceed.

LEAD TIME:

12-14 Weeks for NEMA 4 Compressors
SPARE PARTS INCLUDED with Quote

EXCEPTIONS:

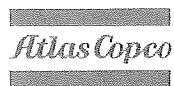


Quote
Quote number: 1711773
Date: 08/17/2020
6/19

WARRANTY EXCEPTION FROM SPECS:

In order to qualify for the standard 24 month warranty, a number of conditions have to be met as detailed below:

- 1) Start-up (commissioning) must be performed by Atlas Copco or an Authorized Distributor.
- 2) The machine registration must be completed and returned within 30 days of delivery.
- 3) The machine has to be maintained and serviced according to the service schedule found in the instruction book.
- 4) Service intervals must be performed by Atlas Copco, an Authorized Distributor, or an approved customer technician.
- 5) Only Atlas Copco genuine parts and lubricants can be used on the machine.
- 6) All claims have to be filed in a timely manner; 30 days is considered normal



Quote
Quote number: 1711773
Date: 08/17/2020
7/19

GA 11+-30 PRODUCT DESCRIPTION

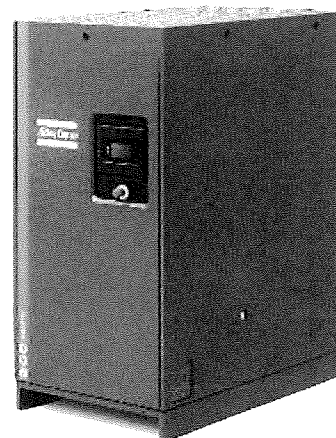
ATLAS COPCO COMPRESSORS

Model: GA 11+ - 30 Oil Injected Rotary Screw Air Compressor

We are pleased to offer our GA single stage, oil injected, rotary screw air compressor.

PACK UNITS FEATURE:

- High efficiency, EPA compliant TEFC motor
- High efficiency and 100% maintenance-free gear-drive system
- Inlet air filter
- Differential pressure oil system with oil cooler
- Air/oil separator with oil level sight glass
- Factory filled with synthetic oil
- Aluminium aftercooler with integrated water separator
- Zero loss electronic water drain with manual bypass
- Load/no load capacity control
- Sound attenuating enclosure
- Mk5S Elektronikon® Touch microprocessor controller
- Wye-delta motor starter, mounted and pre-wired
- Low noise radial type cooling fan
- Emergency stop button
- 115°F maximum ambient operating temperature



FULL FEATURE UNITS ADDITIONALLY FEATURE:

- Integrated refrigerated air dryer
- Dew point temperature monitoring via the Mk5S Elektronikon® Touch controller
- CSA/UL approved dryer

AVAILABLE OPTIONS:

- Integrated UD+ filters (available on full feature units only)
- Integrated Multi-System control with the ES4i or ES6i
- SMARTLINK
- High ambient version
- Freeze protection
- Outdoor weather protection
- Dryer SAVER cycle
- Main electrical disconnect switch
- NEMA 4 cubicle
- Energy recovery
- Motor thermistors and anti-condensation heaters
- Food grade oil
- Dryer bypass kit
- High dust inlet filter
- Modulation control
- Certified drawings

GA 30-125 AFF

ATLAS COPCO COMPRESSORS

Model: GA 30-125 AFF

	125 psi	Unit
Inlet conditions		
1. Barometric pressure	14.5	psi(g)
2. Ambient air temperature	68	°F
3. Relative humidity	0	%
Performance⁽¹⁾		
1. Operating pressure	125	psi(g)
2. Capacity delivered	187.4	cfm
3. Package power input, loaded	37.4	kW
4. Package power input, unloaded	9.3	kW
5. Sound level ⁽²⁾	70	dB(A)
6. Minimum ambient temperature	32	°F
7. Maximum ambient temperature	115	°F
Cooling data		
1. Cooling air flow	2967	cfm
2. Cooling air flow (dryer)	1589	cfm
3. Discharge air temperature (ambient + °F)	5.4	°F
Electrical data		
1. Motor	40	hp
2. Motor type	Induction	
3. Enclosure	TEFC	
4. Efficiency	92.4	%
5. Bearing	Antifriction	
6. Insulation	F w/B rise	
7. Starter type	Wye-Delta	
Physical data		
1. Dimensions (L x W x H)	50 x 31 x 63	inches
2. Shipping weight	1469	lbs
3. Air discharge size	1.0	inches NPT
4. Condensate drain size	0.25	inches NPT
5. Oil sump capacity	3.6	gal

1. Performance (free air delivery) measured according to ISO1217.

2. Operating Sound Level: Operating sound levels for machines equipped with recommended standard motors and enclosures are guaranteed ±3 dB(A) when measured in free field conditions at a distance of 1 meter according to CAGI PNEUROP Test Code.

UD+ Coalescing Filters

Filtration



This revolution in filters utilizes our Nautilus technology to combine the traditional 2 stages of coalescing filters into a single stage filter.

The exciting part of this combination filter is the performance.

This single filter has a 40% lower pressure drop than the traditional 2 filters in series set-up and it does this without compromising on performance.

Independent testing according to ISO 12500-1:2007 and ISO 8573-2:2007 show that the new UD+ Filter provides the same quality air class by achieving 0.0009 ppm oil levels.



Capacities

The UD PLUS range of cast filters can handle flow rates up to 1165 cfm @ 100 psi and are available with threaded connections ranging from 3/8" to 3".

Product Highlights

1. Superb cost savings

- 40% lower pressure drops
- Single filter installation costs
- Low energy consumption
- Large effective filtration areas
- Low resistance to the air flow

2. Optimal filtration

- Exceptional flow path through housing and cartridge
- Limited system operating costs
- Considerable reduction of air turbulence and pressure drop

3. Reliable filtration

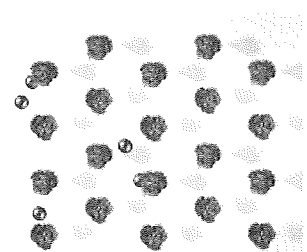
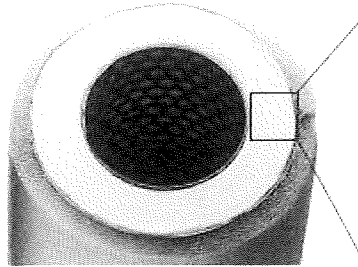
- High performance stainless steel filter cores ensure reliable performance of the elements
- Internal ribs to protect the element from damage and route oil droplets
- Automatic drain designed for ultimate performance

4. Operational ease

- Small footprint
- Sight glass provides for easy monitoring
- Push on element
- Audible alarms for unseated housings

Nautilus Filter Technology

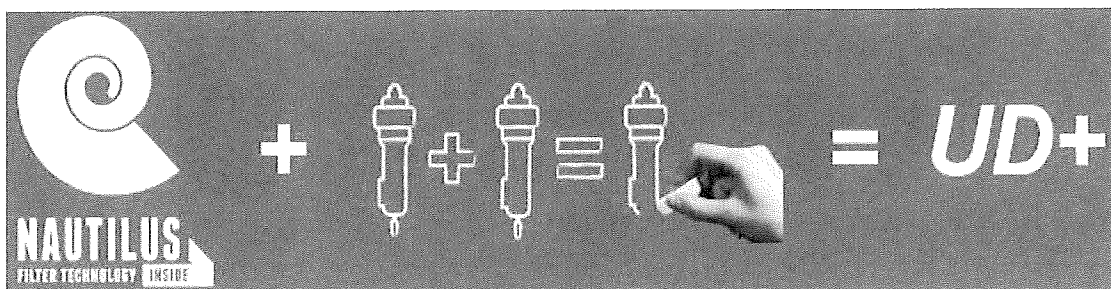
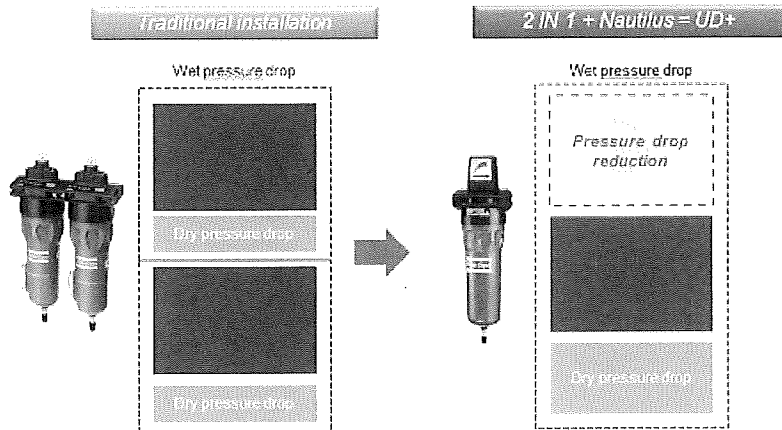
After years of research and development, Atlas Copco has created the UD+. By utilizing a large number of open layers of wrapped glass fiber media Atlas Copco have been able to reduce the pressure drop of the standard



coalescing filter while maintaining oil removal performance. This reduction has allowed for the combination of 2 filter stages into one which has created a coalescing filter with an unrivaled wet pressure drop.

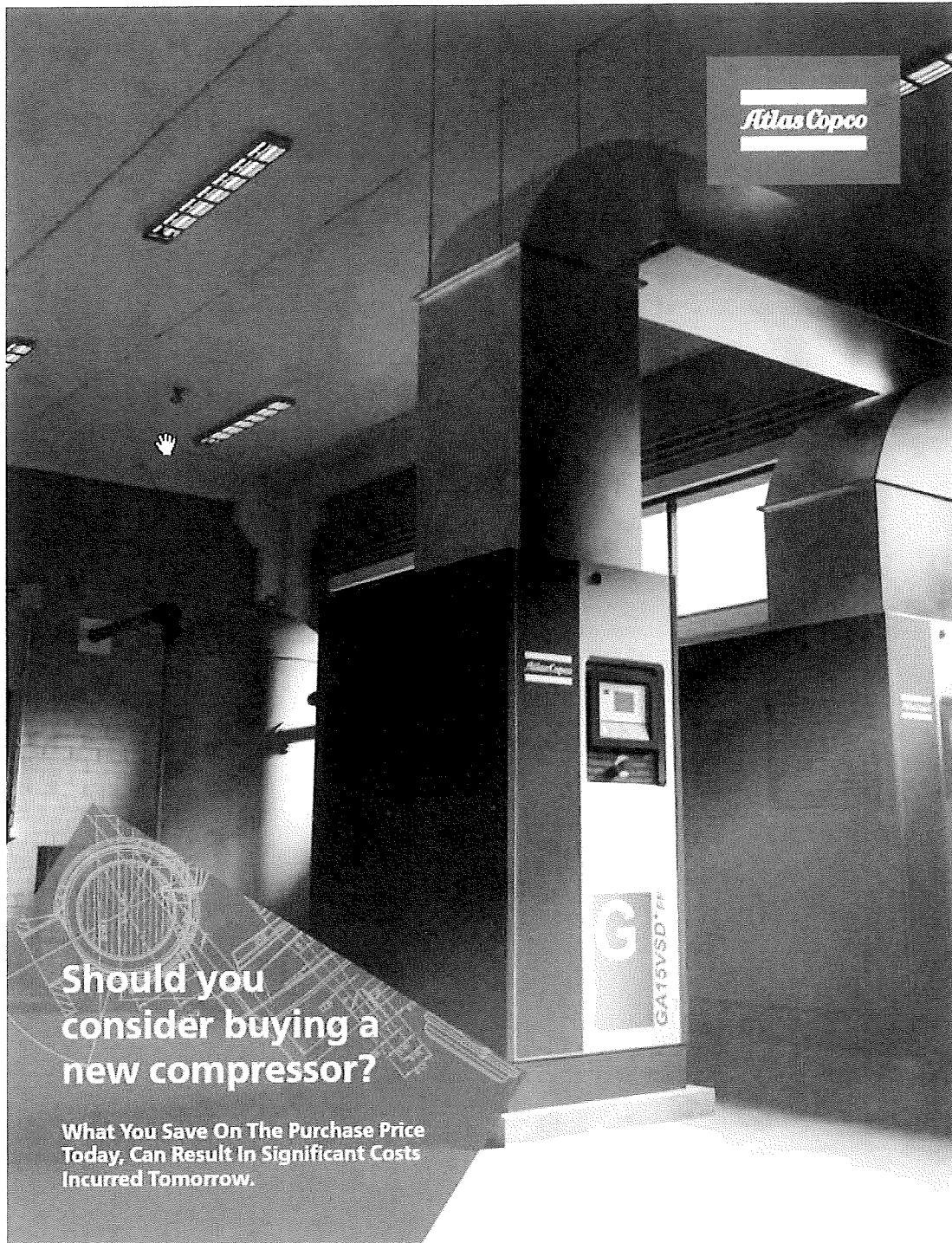
Low Pressure Drop

Before the UD+, (2) filters were needed to meet the 0.01 micron oil removal requirements of most applications. The 40% lower pressure drops that the UD+ has over this (2) filter configuration means reducing the energy costs of your compressed air system



Atlas Copco

Quote
Quote number: 1711773
Date: 08/17/2020
11/19



Atlas Copco

**Should you
consider buying a
new compressor?**

**What You Save On The Purchase Price
Today, Can Result In Significant Costs
Incurred Tomorrow.**

G
GAT5VSD¹ FF

An air compressor is a long-term investment, so a smart buying decision starts with asking the right questions. You need to find out - up front - what costs you will really incur over the life of your investment.

Here's some information you'll want to gather.

1 Why do you need a new compressor?

That's the most important question to ask because sometimes you really don't need a new compressor. Maybe you need a better control system so your compressors work together more efficiently. Maybe you need an air receiver or some piping changes. Ask an Atlas Copco sales engineer to look over your air system carefully. There's no charge to help you identify exactly what you might need.

2 What is the compressor capacity, in cubic feet per minute, delivered, per brake horsepower, at the pressure required?

This is the measure of compressor efficiency. Remember, energy- not equipment- is your biggest single cost component of compressed air! You need to know how much air you get at the pressure you need, and how much energy it takes to get there.

3 Find out if a Variable Speed Drive compressor can benefit your air system.

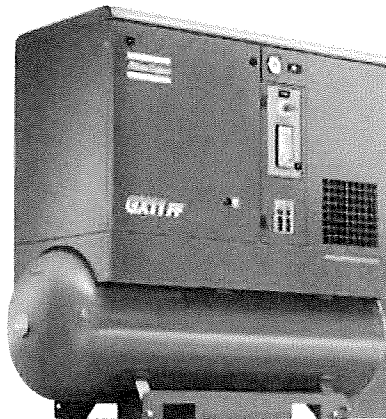
VSD compressors continuously adjust compressed air output to match production line demand. In many applications, VSD significantly reduces energy consumption. But not all VSD compressors are the same. Only a system designed and manufactured as VSD from the ground up can provide optimal performance in all situations.

4 Get an estimate of all life-cycle costs, including energy and maintenance.

Of course the first cost component is the equipment invoice, but the much more significant cost for an air compressor is the energy it uses - month after month, for its entire operating life. Compressors that use less sophisticated technology consume more energy. Maintenance costs should be examined carefully, too, since some compressors are designed for maintenance twice as frequently as others!

5 Does your air compressor company have a Customer Satisfaction Program?

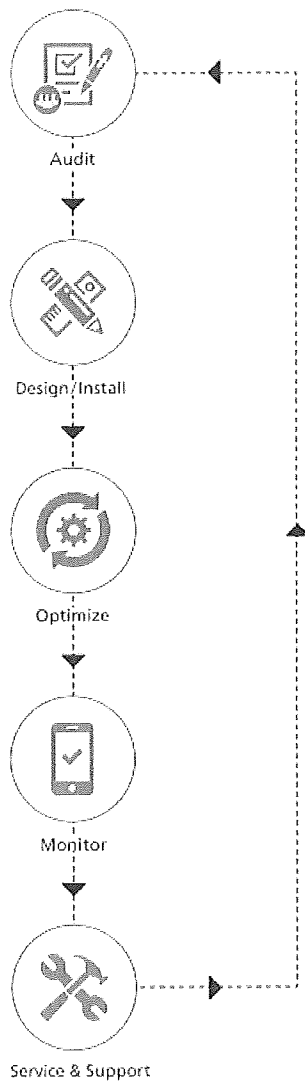
At Atlas Copco, we believe that Customer Satisfaction is the measure of how well we provide air system solutions. That's why we regularly seek feedback from customers on how they feel about the products and service we provide. Satisfied customers keep Atlas Copco a leading global air compressor manufacturer.



When you need a new compressor, remember to consider the Big Picture... It can save you Big Money! To learn more, give Atlas Copco a call.

Atlas Copco – The Connected Efficiency Journey

Our promise to you is we do more. And together with you, we are more! No other company offers more technologies to produce and manage air, but we don't try to be a total solutions provider and we're not a 'one-stop-shop'. Instead, we innovate in the focused areas where we are confident we can provide a complete solution that has the lowest cost of ownership, maximizing efficiency and, most importantly, offer a complete service package that is second to none.



Audit

Every air journey starts here. Our trained audit teams use ultrasonic leak detection and precision flow measurement equipment, and the non-intrusive audit system can be scaled for any operation. We learn exactly where you are now and prove what you can save. It's the backbone of our promise and what we stand behind before asking you to invest. Anybody who claims a saving based purely on product performance and not on your unique circumstances is just guessing—we like to deal solely in facts. We can help you determine if a compressor upgrade qualifies for rebates from your local electrical utility company.



Design & Install

We apply creative thinking and advanced software to design integrated air production and distribution systems. At our custom design facility in Houston, Texas, we can custom fit our products to meet your specific needs. Our designs emphasize today's efficiency with future expansion that's ready when you are. Our unrivaled experience means we know what creates a great installation, and our local team will support you. We can do a computer-designed turnkey installation of your entire system, including equipment, air treatment, and state-of-the-art piping throughout your facility, no matter the size.



Optimize

This is the biggest advancement in compressed air over the last decade. Control systems leveraged by the Internet of Things mean you no longer need to be with your machine to make it perform. Optimizer 4.0, our simple and sophisticated user interface, ensures that you're always in the know, in control and in charge of your savings. No matter how many compressors, dryers, blowers or pumps you have, you're like the conductor of the orchestra—and you make it play in perfect tune.



Monitor

Just about all Atlas Copco equipment comes with remote monitoring and diagnostic capability. Our team keeps an eye on your system and contacts you if a need arises. Most importantly, we monitor your demand and suggest savings to make you an energy efficiency rock star! You can be away from the office or take that hard-earned vacation with complete peace of mind because we've got your back. However, if you want to watch your product while away, all you need is a smartphone.



Service & Support

Help is always close at hand. Atlas Copco has over 4,000 employees across the U.S., so one of our factory trained technicians is never far away. We can dispatch them at a moment's notice and GPS technology lets you know where they are. Plus our centralized technical support team is as close as your phone. All of us work together to provide a service solution that fits your needs—whether it's doing your own maintenance or us taking full responsibility for keeping your system running.

Certifications



Certificate of Approval

This is to certify that the Management System of:

Atlas Copco Compressors LLC
Customer Center

300 Technology Center Way, Suite 550, Rock Hill, SC 29730, USA

has been approved by LRQA to the following standards:

ISO 9001:2015
ISO 14001:2015
OHSAS 18001:2007

P.G. Cornelissen - Area Manager North Europe

Issued by: Lloyd's Register EMEA for and on behalf of: Lloyd's Register Quality Assurance Limited

This certificate forms part of the approval identified by approval number:
ANT02146(gms), ANT02146.3, ANT02146.4

This certificate is valid only in association with the certificate schedule bearing the same number on which the locations applicable to this approval are listed.

Approval Certificate No:
ANT02146.1.CC24
ANT02146.3.010
ANT02146.4.CC23

Original approval(s):
ISO 9001 – 9 December 2002
ISO 14001 – 1 January 2005
OHSAS 18001 – 11 September 2007

Current issue date: 4 July 2018
Expiry date: 1 January 2020

The scope of this approval is applicable to:
Marketing, design, sales, distribution, assembling, installation, service and rental of air/gas compressors, blowers, expanders, turbo machinery, vacuum pumps, air/gas treatment equipment, generators sets, assemblies and related products and services, under Atlas Copco Brand as well as other Brands i.e. Multi-Brand



021



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Register

Certificate Schedule

Approval Certificate No: ANT02146.1.CC34, ANT02146.3.010, ANT02146.4.CC23

Location	Activities
Atlas Copco Compressors LLC Corporate Office 300 Technology Center Way, Suite 550, Rock Hill, SC 29730, USA	ISO 9001:2015 / ISO 14001:2015 / OHSAS 18001:2007 Central Management and marketing, design, sales, distribution, assembling, installation, service and rental of air/gas compressors, blowers, expanders, turbo machinery, vacuum pumps, air/gas treatment equipment, generators sets, assemblies and related products and services, under Atlas Copco Brand as well as other Brands i.e. Multi-brand.
Atlas Copco Compressors LLC 1220 Landmeier Road, IL 60007 Elk Grove Village, USA	ISO 9001:2015 / ISO 14001:2015 / OHSAS 18001:2007 Management of Central Region Customer Service including Sales, Contracts and Servicing.
Atlas Copco Compressors LLC 92 Interstate Drive, MA 01089 West Springfield, USA	ISO 9001:2015 / ISO 14001:2015 / OHSAS 18001:2007 Marketing, design, sales, distribution, assembling, installation, service and rental of air/gas compressors, blowers, expanders, turbo machinery, vacuum pumps, air/gas treatment equipment, generators sets, assemblies and related products and services, under Atlas Copco Brand as well as other Brands i.e. Multi-Brand.
Atlas Copco Compressors LLC 15045 Lee Road, TX 77032 Houston, USA	ISO 9001:2015 / ISO 14001:2015 / OHSAS 18001:2007 Marketing, design, sales, distribution, assembling, installation, service and rental of air/gas compressors, blowers, expanders, turbo machinery, vacuum pumps, air/ gas treatment equipment, generators sets, assemblies and related products and services, under Atlas Copco Brand as well as other Brands i.e. Multi-Brand.



001



Lloyd's
Register

Certificate Schedule

Approval Certificate No: ANT02146.1.CC34, ANT02146.3.010, ANT02146.4.CC23

Location	Activities
Atlas Copco Compressors LLC 48434 Milmont Drive, CA 94538 Fremont, USA	ISO 9001:2015 / ISO 14001:2015 / OHSAS 18001:2007 Marketing, design, sales, distribution, assembling, installation, service and rental of air/gas compressors, blowers, expanders, turbo machinery, vacuum pumps, air/ gas treatment equipment, generators sets, assemblies and related products and services, under Atlas Copco Brand as well as other Brands i.e. Multi-Brand.



001

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Standard Conditions of Sale

GENERAL – Unless otherwise expressly agreed in writing by a duly authorized representative of Atlas Copco these terms and conditions supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser, all sales and shipments shall exclusively be governed by these terms and conditions. When used herein "affiliates" shall mean Atlas Copco AB and its wholly-owned subsidiaries. Section headings are for purposes of convenience only. "Products" as used herein shall include products, parts and accessories furnished Purchaser by Atlas Copco. Orders shall be subject to acceptance at Atlas Copco Compressors LLC's principal corporate offices in Rock Hill, South Carolina.

DELIVERY – Unless otherwise agreed in writing, Products manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Products shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Purchaser or by reason of any of the contingencies referred to in Section 5. Atlas Copco may deliver such Products by moving it to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Atlas Copco reserves the right to make delivery installments.

SECURITY AND RISK OF LOSS - Upon request from Atlas Copco, Purchaser agrees to execute a security agreement covering the Products sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of Atlas Copco. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment for Products assembled, manufactured or warehoused in the continental United States or at the point of entry for Products shipped from outside the continental United States.

PAYMENT – If Purchaser fails to pay any invoice when due, Atlas Copco may defer deliveries under this or any other contract with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice.

A service charge of the lesser of 1% per month or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure on the part of Purchaser to pay invoices when due shall, at the option of Atlas Copco, constitute a default in addition to all other remedies Atlas Copco may have under these conditions of sale or applicable law. If, in the judgment of Atlas Copco, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified. Atlas Copco may require payment in advance or cancel any outstanding order, whereupon Atlas Copco shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date Atlas Copco is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required at Atlas Copco by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept any pay for remaining installments.

FORCE MAJEURE – Atlas Copco shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

NEW PRODUCT WARRANTY – Atlas Copco warrants to the Purchaser that all stationary compressors, portable compressors, compressed air dryers, Atlas Copco-designed compressor parts and other Products manufactured by Atlas Copco and affiliates shall be free of defects in design, material and workmanship for a period of fifteen (15) months from date of shipment to Purchaser, or twelve (12) months from date of initial start-up, whichever occurs first, except as set forth below or in the New Products Warranty attached hereto.

Should any failure to conform with this warranty appear prior to or after shipment of the Product to Purchaser during the specified periods under normal and proper use and provided the Product has been properly stored, installed, handled and maintained by the Purchaser, Atlas Copco shall, if given prompt notice by Purchaser, repair or replace, the non-conforming Product or authorize repair or replacement by the Purchaser at Atlas Copco's expense.

Replaced Products become the property of Atlas Copco.

Atlas Copco warrants Products or parts thereof repaired or replaced pursuant to the above warranty under normal and proper use, storage, handling, installation, and maintenance, against defects in design, workmanship and material for a period of thirty (30) days from date of start-up of such repaired or replaced Products or parts thereof or the expiration of the original Product warranty, whichever is longer.

When the nature of the defect is such that it is appropriate in the judgment of Atlas Copco to do so, repairs will be made at the site of the Product. Repair or replacement under applicable warranty shall be made at no charge for replacement parts, F.O.B. Atlas Copco Warehouse, warranty labor, serviceman transportation and living costs, when work is performed during normal working hours (8 a.m. to 4:30 p.m. Monday through Friday, exclusive of holidays). Labor performed at other times will be billed at the overtime rate then prevailing for services of Atlas Copco personnel.

The Atlas Copco warranty does not extend to Products not manufactured by Atlas Copco or affiliates. As to such Products, Purchaser shall be entitled to proceed only upon the terms of that particular manufacturer's warranty. The Atlas Copco warranty does not apply to defects in material provided by Purchaser or to design stipulated by Purchaser.

Used Products, Products not manufactured by Atlas Copco or affiliates and Products excluded from the above warranties are sold AS IS with no representation or warranty, and ALL WARRANTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED, other than may be expressly agreed to by Atlas Copco in writing, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS, ARE HEREBY DISCLAIMED.

Any services performed by Atlas Copco in connection with the sale, installation, servicing or repair of a Product are warranted to be performed in a workmanlike manner. If any nonconformity with this warranty appears within 45 days after the services are performed, the exclusive obligation of Atlas Copco shall be to re-perform the services in a conforming manner.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS ARE HEREBY DISCLAIMED. Correction of nonconformities as provided above shall be Purchaser's exclusive remedy and shall constitute fulfillment of all liabilities of Atlas Copco (including any liability for direct, indirect, special, incidental or consequential damage) whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Products or associated services delivered or performed hereunder.

LIMITATION OF LIABILITY – IN NO EVENT SHALL ATLAS COPCO BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such or other damages whether on account of Products furnished hereunder or delays in delivery thereof or services performed upon or with respect to such Products. Atlas Copco's liability on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall in no case (except as provided in the section entitled "Patent Indemnity") exceed the purchase price allocable to the Product or Part thereof which gives rise to the claim.

All causes of action against Atlas Copco arising out of or relating to this contract or the performance hereof shall expire unless brought within one year of time of accrual thereof.

PRICES – Prices to the Purchaser shall be the Atlas Copco list price in effect at time of order. Atlas Copco may, upon thirty (30) days prior written notice to Purchaser, change prices, or other terms of sale affecting the Products, by issuing new price schedules, bulletins or other notices.

This contract applies to new Products only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser.

This price does not include any Federal, state or local property, license, privilege, sales, service use, excise, value added, gross receipts, or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale, replacement, value, or use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse Atlas Copco, its subcontractors or suppliers any such taxes, which Atlas Copco, its subcontractors or suppliers are required to pay or collect or which are required to be withheld by Purchaser.

The price shall also be subject to adjustment in accordance with the published Price Adjustment Clauses, which price adjustment information shall supersede the terms of this Section 8, where inconsistent herewith.

INFORMATION FURNISHED PURCHASER – Any design, manufacturing drawings or other information or materials submitted to the Purchaser and not intended for dissemination by Purchaser remain the exclusive property of Atlas Copco and may not, without its consent, be copied or communicated to a third party.

PATENT INDEMNITY – For purposes only of this Section 10, where used, the designation "Atlas Copco" shall be deemed to mean Atlas Copco North America Inc. and its subsidiaries.

Atlas Copco shall at its own expense defend any suits or proceedings brought against purchaser insofar as based on an allegation that Products furnished hereunder constitute an infringement of any claim of any patent of the United States of America, other than a claim covering a process performed by said Products or a product produced by said Product, provided that such Products are manufactured by Atlas Copco, are not supplied according to Purchaser's detailed design, are used as sold by Atlas Copco. Purchaser shall have made all payments then due hereunder, and Atlas Copco is notified promptly in writing and given authority, information and assistance for the defense of said suit or proceeding; and Atlas Copco shall pay all damages and costs awarded in any suit or proceeding so defended, provided that his indemnity shall not extend to any infringement based upon the combination of said Products or any portion thereof with other Products or things not furnished hereunder unless Atlas Copco is a contributory infringer. Atlas Copco shall not be responsible for any settlement of such suit or proceeding made without its written consent. If in any suit or proceeding defended hereunder any Product is held to constitute infringement, and its use is enjoined, Atlas Copco shall, at its option and its own expense, either replace said Products with non-infringing Products; or modify them so that they become non-infringing; or remove them and refund the purchase price and the transportation costs thereof. **THE FOREGOING STATES THE ENTIRE LIABILITY OF ATLAS COPCO AND AFFILIATES WITH RESPECT TO PATENT INFRINGEMENT.**

To the extent that said Products or any portion thereof are supplied according to Purchaser's detailed design or instructions, or modified by Purchaser, or combined by Purchaser with equipment or things not furnished hereunder, except to the extent that Atlas Copco is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Atlas Copco, Purchaser agrees to indemnify Atlas Copco in the manner and to the extent Atlas Copco indemnities Purchaser in this Section 10 insofar as the terms hereof are appropriate.

ASSIGNMENT – Any assignment of this contract or any rights hereunder, without prior written consent of Atlas Copco by a duly authorized representative thereof shall be void.

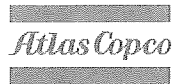
TERMINATION – Any order or contract may be cancelled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by Atlas Copco.

PARTIAL INVALIDITY – If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or enforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained therein.

REMEDIES – The remedies expressly provided for in these conditions shall be in addition to any other remedies, which Atlas Copco may have under the Uniform Commercial Code or other applicable law.

SMARTLINK: The equipment may include a data monitoring service called SMARTLINK. The data received by Atlas Copco may be used by Atlas Copco and certain third party distributors and contractors for the purpose of increasing overall customer service. Atlas Copco will use commercially reasonable efforts to ensure that Purchaser's data is kept confidential. Purchaser acknowledges that the use of the SMARTLINK is provided "as is", that use of the service is entirely at Purchaser's risk, and that Atlas Copco may discontinue the SMARTLINK service at any time. Purchaser may request discontinuance of the SMARTLINK service at any time.

NOTE: Sale of the equipment or services described or referred to herein at the price indicated is expressly conditioned upon the terms and conditions set forth on the front and back of this page. Any confirmatory action by the Purchaser hereunder, or any acceptance of such equipment or services, shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in the Purchaser's order or other communications are objected to by Seller and shall not be effective or binding unless assented to in writing by an authorized representative of Seller.



Quote
Quote number: 1711773
Date: 08/17/2020
19/19

PAYMENT TERMS

Unless expressly agreed to in writing on a specific contract or order, our standard payment terms are:

For orders under \$100,000 the payment terms shall be **Net 30 days** from date of shipment.

For orders over \$100,000 or with lead times greater than six months the following terms shall apply:

1. Domestic Shipments

- A. 30% of order value 30 Days from date of customer's purchase order.
- B. 30% of order value after passage of 1/3 of the time from date of customer's order to the originally scheduled shipment date.
- C. 30% of order value after passage of 2/3 of the time from date of customer's order to the originally scheduled shipment date.
- D. 10% of order value, net 30 days from date of shipment.

In those cases where progress payments are required, all work on the order will cease if payment is not received in accordance with the payment schedule.

2. Export Shipments

All export shipments are subject to purchaser arranging for an irrevocable letter of credit in favor of Atlas Copco Compressors LLC, from a recognized American bank.

Should the order fall in a category that requires progress payments, the letter of credit shall be arranged to release payment in accordance with the agreed payment schedule.

3. Payment Retention

Payment retention will not be allowed. An irrevocable bank letter of credit will be furnished at Atlas Copco's expense in lieu of retention.

4. Credit Approval

All terms are subject to credit approval by Atlas Copco Compressors LLC.

CANCELLATION SCHEDULE

Definitions:

Standard Stocked Equipment - equipment as shown in the current catalog and available for shipment from the US Distribution Center.

Standard Non-Stocked Equipment - equipment as shown in the current catalog but not currently stocked at the US Distribution Center.

Engineered Equipment - equipment requiring customized features not shown in the current catalog.

Orders for Standard Stocked Equipment

* 20% of equipment price

Orders for Standard Non-Stocked Equipment

A) Prior to release for manufacturing:

* 20% of equipment price

B) After production has started:

* 40% of equipment price

C) After production has been completed:

* 60% of equipment price

Orders for Engineered Equipment

A) Prior to release for manufacturing:

* 20% of the purchase price

B) After production has started

* 40% of the base compressor price

* 40% of optional equipment of purchased materials will be charged

C) After production has completed

* 60% of the base compressor price

* 100% of optional equipment